ALFRED O, NESVOLD, JR., ń 'n

Appellant,

v.

;

VERNE KNOLL, Deputy Director, State Bureau of Personnel, and BARBARA THOMPSON, State Superintendent, \* Department of Public Instruction,

Respondents.

Case No. 75-4

OFFICIAL

ORDER

Before: JULIAN, Chairperson, STEININGER and DEWITT, Board Members.

ORDER

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A hearing in this matter was held May 4, 1976. Respondent Knoll appeared by Attorney Edward Main, Department of Administration. Respondent Thompson appeared by Attorney Kathryn Daut, Department of Public Instruction. Appellant Nesvold appeared by Attorney John Williamson, Goldberg, Previant & Uelman, 211 West Wisconsin Avenue, Milwaukee. The parties agreed to a stipulation as the basis for a settlement of the case. This stipulation was read into the record and appears at pages 5 and 6 of the transcript of those proceedings. True copies of those pages are attached hereto and incorporated by reference as if fully set forth. On the basis of this stipulation and its execution by the parties it is ordered that this appeal is dismissed.

Dated May 24 , 1976.

STATE PERSONNEL BOARD

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Okay. This is a stipulation which MS. DAUT: 1 will settle the case of Alfred Nesvold vs. Barbara 2 3 Thompson and I just read stipulation into the record. "The parties hereto stipulate and agree to the following: 5 (1) Alfred Nesvold was hired as a Teacher II on August 6 22nd, 1973. (2) On October 5th, 1973, Mr. William English 7 (phonetic), Superintendent for Wisconsin School for the Visually Handicapped and Mr. Nesvold's Supervisor wrote 9 a letter to Mr. Dirkgray (phonetic), Personnel Officer 10 for the Department of Public Instruction requesting that 11 Mr. Nesvold be reclassified as a Teacher IV or a Teacher 12 V based on a number of credits he had earned as indicated 13 by his transcripts. (3) On November 21st, 1973, Mr. 14 Dirkgray denied the October 5th, 1973, request for Mr. 15 Nesvold has sufficient credits to be classified as a 16 Teacher V as of November 21st, 1973, under the pay 17 schedule which existed at that time and as it was sub-18 sequently interpreted by the State Personnel Board in 19 Therefore, it is stipulated the VanLaanen Decision. (5) 20 and agreed between the parties that Mr. Nesvold be re-21 allocated to a Teacher V to be effective the nearest 22 administrative date following November 21st, 1973. (6) 23 Mr. Nesvold has sufficient credits to be classified as a 24 Therefore, it is Teacher VI on January 19, 1975. (7) 25 stipulated and agreed between the parties that Mr. Nesvold

be reallocated to a Teacher VI effective January 19th, 1975. 1 This stipulation is entered into solely for the purpose 2 of settlement of this case and is not binding, applicable, 3 and sets precedent for any other appeal involving any of the parties to this agreement or any other appeal involving 5 similar facts. 6 It's my understanding that the MR. WILLIAMSON: 7 intent of that is that he would be put in the same posi-8 tion as anybody else financially as of the dates in question in those teaching classifications. 10 MS. DAUT: That's right. He will be put in the 11 position of Teacher V as of the nearest administrative 12 date following November 21st, 1973, financially and as a 13 Teacher VI, he will be compensated as a Teacher VI as of 14 15 January 19th, 1975. 16 MR. WILLIAMSON: Okay. Mr. Nesvold is in the 17 room and I have been authorized by him to accept that 18 stipulation and settlement of this case and I hereby do 19 so on his behalf. 20 THE HEARING OFFICER: This disposes of the 21 Nesvold Case. Then? 22 MR. WILLIAMSON: Yes? 23 THE HEARING OFFICER: According to this stipula-24 tion. Now does someone care to make a statement about the 25 Tolla Case?